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13 Attorneys for Plaintiff and
14 Cross-Defendant
15 CHURCH OF SCIENTOLOGY INTERNATIONAL

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF MARIN

18 CHURCH OF SCIENTOLOGY	CASE NO. 157 680
19 INTERNATIONAL, a California not-for-profit)	
20 religious corporation,)	[CONSOLIDATED]
21)	
22 Plaintiff,)	DECLARATION OF LAURIE J.
23)	BARTILSON IN SUPPORT OF
24 vs.)	PLAINTIFF/CROSS-DEFENDANT'S
25)	RENEWAL MOTION FOR
26)	SUMMARY JUDGMENT OF
27)	DEFENDANT GERALD
28 GERALD ARMSTRONG, et al.,)	ARMSTRONG'S CROSS-
29)	COMPLAINT
30 Defendants.)	
31)	Date: March 8, 1996
32)	Time: 9:00 a.m.
33)	Dept: 1
34)	
35)	TRIAL DATE: Vacated
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1 I, LAURIE J. BARTILSON, hereby declare:

2 1. I am an attorney duly licensed to practice law in the State of California, and I

3 am a member of Moxon & Bartilson, counsel of record in this action for plaintiff/cross-

4 defendant Church of Scientology International ("plaintiff" or the "Church"). I have personal

5 knowledge of the facts set forth below and, if called upon to do so, I could and would

6 competently testify thereto.

7 2. Andrew H. Wilson, Esq. of Wilson, Ryan & Campilongo and I have been the

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1 attorneys of record for the Church in this consolidated action since the inception. As more
2 fully set forth in the Declaration of Andrew H. Wilson In Support, and filed concurrently
3 herewith, on October 26, 1995, this Court severed the fraudulent conveyance action from the
4 Church's breach of contract case (the "Breach Case"), dismissed the unadjudicated claims of
5 plaintiff's Breach Case and entered final judgment in that action. The sole remaining issue in
6 the Breach Case is Cross-Defendant Gerald Armstrong's ("Armstrong") First Cause of
7 Action for Declaratory Relief alleged in his Verified Amended Cross-Complaint.

8 3. The only actions pending between the parties are the Fraudulent Conveyance
9 Case, the Breach Case, and the adversary proceeding filed by the Church in the bankruptcy
10 matter. In these actions, plaintiff has never sought to specifically enforce paragraph 7I or
11 paragraph 18E of the Settlement Agreement nor has it claimed that Armstrong breached those
12 paragraphs. Presently, it is highly unlikely that the Church will seek to enforce these
13 provisions since paragraph 7I does nothing more than amplify the release and confidentiality
14 provisions of the Settlement Agreement and paragraph 18E is no more than a specification of
15 the well-recognized implied covenant of good faith and fair dealing contained in every
16 contract. For these reasons, not only is there not a justiciable controversy at this time over
17 these paragraphs, it appears there never will be.

18 4. The Prior Motion was not brought on the same grounds and circumstances as
19 this motion is brought due to my mistaken belief that the Court had already determined the
20 enforceability of the paragraphs of the Settlement Agreement for which Armstrong seeks
21 declaratory relief.

22 5. In this action Armstrong has introduced thousands of pages of evidence
23 originating in the earlier litigation. Yet the Church has not sought to enforce paragraph 7I of
24 the Settlement Agreement as a bar to that "evidence." In addition, Armstrong's cross-
25 complaints in this consolidated action have included thousands of pages of allegations

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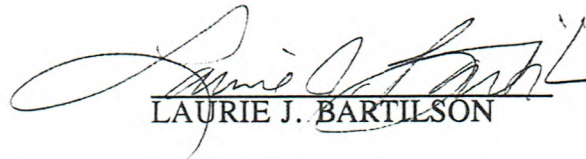
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1 concerning events which allegedly occurred prior to the signing of the Settlement Agreement.
2 These claims were dismissed by this Court and the Los Angeles Court as time-barred.

3 6. On December 1, 1995, this Court denied the Church's motion for summary
4 adjudication of the first cause of action for declaratory relief of Armstrong's Cross-
5 Complaint but found that it has already determined by its previous summary adjudication
6 orders that paragraphs 4A, 4B, 7D, 7E, 7G, 7H, 10 and 18D are enforceable and do not
7 suppress evidence or obstruct justice.

8 I declare under penalty of perjury of the laws of the State of California that the
9 foregoing is true and correct. Executed at Los Angeles, California, this 17th of January,
10 1996.

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12 LAURIE J. BARTILSON
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